

No. 14330

**United States
Court of Appeals**
for the Ninth Circuit

ACE TRACTOR AND EQUIPMENT COM-
PANY, INC.,

Appellant,

vs.

OLYMPIC STEAMSHIP COMPANY, INC.,

Appellee.

APPENDIX TO BRIEF OF APPELLANT

Appeal from the United States District Court for the
Southern District of California,
Central Division.

FILED

OCT 6 1954



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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in *italic*; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in *italic* the two words between which the omission seems to occur.]

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LIBELANT'S EXHIBIT No. 1

In the United States District Court, Southern
District of California, Central Division

No. 12633-T

OLYMPIC STEAMSHIP CO., INC., a Corpora-
tion,

Libelant,

vs.

ACE TRACTOR AND EQUIPMENT CO., INC.,
a Corporation,

Respondent.

PRE-TRIAL STIPULATION

It Is Stipulated, as follows:

I.

At all times mentioned in the libel the Ace Tractor and Equipment Co., Inc., was and it now is a corporation organized and existing under and by virtue of the laws of the State of California, with its principal place of business in the Southern District of California, Central Division.

II.

At all times mentioned in the libel the Olympic Steamship Co., Inc., was and it now is a corporation organized and existing under and by virtue of the laws of the State of Washington with its principal place of business in the Western District of Washington, Northern Division.

Libelant's Exhibit No. 1—(Continued)

III.

At all times mentioned in the libel the Olympic Steamship Co., Inc., was the Bare Boat Charterer of the SS "Edward A. Filene," a merchant vessel of the United States. Calvin H. Sides was employed by the Olympic Steamship Co., Inc., on said vessel as radio operator and seaman for a voyage commencing on or about the 1st day of June, 1948, at San Francisco, California, to Alaskan waters and return and said Calvin H. Sides sustained the bodily injuries referred to in the libel while taking part in the loading of cargo in one of the holds of said vessel during the course of said voyage. Ace Tractor and Equipment Co., Inc., reserves the right to prove that at the time of sustaining said bodily injuries Calvin H. Sides was an employee of said Ace Tractor and Equipment Co., Inc.

IV.

On or about May 28, 1948, Olympic Steamship Co., Inc., as Bare Boat Charterer and Ace Tractor and Equipment Co., Inc., as Voyage Charterer, entered into a Voyage Charter Party at San Francisco, California, wherein and whereby said Ace Tractor and Equipment Co., Inc., chartered said vessel, the SS "Edward A. Filene," for a voyage commencing on or about the 1st day of June, 1948, from San Francisco, California, to Alaskan waters and return. That said Voyage Charter Party provides, in part, as follows:

Libelant's Exhibit No. 1—(Continued)

“The Charterer agrees to provide and pay for workmen’s compensation, job liability and other insurance required by law or custom upon stevedores or other workmen employed by or performing any of the duties of the Charterer hereunder at all ports or places of loading and discharging and will furnish the Owner, upon demand, a certificate of such insurance. The Charterer agrees to pay for all stevedore damage and to indemnify the Vessel and the Owner for any damage or expense caused by the act or neglect of the Charterer or its Agents or contractor appointed by the Charterer or performing any of its duties in the loading or discharging of the Vessel or from failure of equipment supplied by them.”

V.

That on or about the 19th day of June, 1948, at about the hour of 2:30 p.m. on said day, said vessel was in navigable waters at Amchitka, Aleutian Islands, and the Ace Tractor and Equipment Co., Inc., a corporation, was in charge and control of the loading of cargo in the lower No. 4 hold of said vessel.

VI.

At all times mentioned in the libel the winch driver who was operating the loading gear attached to a wire cable in the lower No. 4 hold of said vessel was an employee of Ace Tractor and Equipment Co., Inc., and was acting in the course and scope of his employment as such winch driver.

Libelant's Exhibit No. 1—(Continued)

VII.

On said 19th day of June, 1948, a certain wire or steel cable, sometimes referred to as a "strap" and used in connection with the loading of said cargo, parted, thereby permitting a sling load of steel mats, weighing approximately 2,000 pounds, to swing and strike the said Calvin H. Sides with great force and violence and leaving him pinned under said sling load and at said time and place said Calvin H. Sides sustained injury as hereinabove set forth. At and about said time the said Calvin H. Sides was engaged in assisting in the loading of said cargo.

VIII.

That on or about the 18th day of January, 1949, the said Calvin H. Sides filed an action at law in the United States District Court, Western District of Washington, Northern Division, against the Olympic Steamship Co., Inc., alleging in said action that he, the said Calvin H. Sides, was an employee of said Olympic Steamship Co., Inc., on June 19th, 1948; that on said date when said vessel was at Amchitka, Aleutian Islands, loading cargo, the said Calvin H. Sides was then in the course of his employment in the lower No. 4 hold of said vessel, SS "Edward A. Filene"; that at said time and place said vessel was unseaworthy in that the wire cable installed in said hold to which the loading gear of said vessel was connected was defective and unable to support the weights for which it was intended;

Libelant's Exhibit No. 1—(Continued)

that the winch driver in the course of his employment carelessly and negligently operated said loading gear as to place an excessive strain on said wire cable; that as a direct and proximate result of the unseaworthiness of the vessel and the negligence of the said Olympic Steamship Co., Inc., as aforesaid, said wire cable parted, causing a sling load of steel mats, weighing in excess of 2,000 pounds, to swing and strike the said Calvin H. Sides with great force and violence and leaving him pinned under said sling load and as a direct and proximate result of the unseaworthiness of the said vessel and the negligence of the Olympic Steamship Co., Inc., as aforesaid, said Calvin H. Sides sustained severe and permanent injuries, as hereinabove set forth; that said Calvin H. Sides further alleged that at the time of receiving said injuries he was an able bodied man of the age of 39 years with a normal life expectancy of 28.90 years, capable of earning and actually earning the sum of \$500.00 a month as a radio operator and seaman; that ever since said 19th day of June, 1948, said Calvin H. Sides has been and now is and for a long period of time in the future will be totally incapacitated from following any gainful occupation; that his back and his left leg have been permanently injured and weakened; that the full extent of his injuries and disability is still unknown to him; that his ability to follow any gainful occupation has been permanently impaired; that he has suffered extreme pain in the past, now suffers and will suffer such pain in the future, to his total damage in the total sum of \$50,000.00.

Libelant's Exhibit No. 1—(Continued)

IX.

On January 4, 1950, Ace Tractor and Equipment Co., Inc., by and through Raymond G. Stanbury, Esq., who at said time was acting as the agent of said Ace Tractor and Equipment Co., Inc., and in the course of his authority as such agreed that the case of Calvin H. Sides v. Olympic Steamship Co., Inc., then pending in the United States District Court, Western District of Washington, Northern Division, could be settled by Olympic Steamship Co., Inc., without prejudice to Ace Tractor and Equipment Co., Inc., by the payment by said Olympic Steamship Co., Inc., to said Calvin H. Sides of the sum of \$14,000.00, and Ace Tractor and Equipment Co., Inc., agreed that said sum of \$14,000.00 was a fair and reasonable sum to be paid to said Calvin H. Sides, and said agreement was made by Ace Tractor and Equipment Co., Inc., in consideration of Messrs. Bogle, Bogle & Gates, attorneys of record for Olympic Steamship Co., Inc., in said action then pending in the United States District Court, Western District of Washington, Northern Division, hereinabove referred to, obtaining from said Calvin H. Sides a dismissal with prejudice of his action then pending in the Superior Court of the State of California in and for the County of Los Angeles, entitled Calvin H. Sides, Plaintiff, vs. Ace Tractor and Equipment Co., Inc., a corporation, being number 558,573 amongst the files of said Superior Court of the State of California, in and for the County of Los Angeles.

Libelant's Exhibit No. 1—(Continued)

X.

On the 16th day of January, 1950, with the written consent and approval of Ace Tractor and Equipment Co., Inc., as aforesaid, Olympic Steamship Co., Inc., settled and compromised the claim of said Calvin H. Sides against said Olympic Steamship Co., Inc., for the sum of \$14,000.00, and upon receipt of said sum of \$14,000.00, said Calvin H. Sides executed and delivered to Olympic Steamship Co., Inc., a receipt and release, by the terms of which said Calvin H. Sides did release, discharge and forever acquit the SS "Edward A. Filene," her agents, owners, officers and crew and charterers, Olympic Steamship Co., Inc., a corporation, and/or any and all other persons, firms or corporations having any interest in or connection with said SS "Edward A. Filene," of and from any and all claims, demands or charges of whatsoever nature, and from any and all damages, injuries, actions or causes of action either at law, in equity or admiralty, for negligence or otherwise, including claim for wages, maintenance and/or cure, arising out of or in connection with the accident sustained by said Calvin H. Sides on or about the 19th day of June, 1948, while he was employed as radio operator aboard said vessel, which said accident and injuries resulting therefrom were the subject matter of the action commenced by said Calvin H. Sides against Olympic Steamship Co., Inc., in said United States District Court, Western District of Washington, Northern Division, and for and in further considera-

Libelant's Exhibit No. 1—(Continued)

tion of the payment by Olympic Steamship Co., Inc., to said Calvin H. Sides of said sum of \$14,000.00, the said Calvin H. Sides did also release, discharge and forever acquit the Ace Tractor and Equipment Co., Inc., its agents and owners and/or any and all other persons, firms or corporations having any interest in or connection with said Ace Tractor and Equipment Co., Inc., a corporation, of and from any and all claims, demands or charges of whatsoever nature and from any and all injuries, actions or causes of action, either at law, in equity or admiralty, for negligence or otherwise, including claim for wages, maintenance and/or cure arising out of or in connection with said accident hereinabove described, resulting in the injuries to said Calvin H. Sides, as hereinbefore described, and said Calvin H. Sides authorized his attorneys to dismiss with prejudice and without costs that certain action in the Superior Court of the State of California, in and for the County of Los Angeles, entitled Calvin H. Sides, Plaintiff, vs. Ace Tractor and Equipment Co., Inc., a corporation, Defendant, No. 558,573, the basis of said action being the negligence of the Ace Tractor and Equipment Co., Inc., a corporation, which caused the accident and injuries, as described hereinabove; that the said dismissal with prejudice of the said action was entered in the records of said Superior Court on February 3, 1950.

XI.

That on March 29, 1949, Olympic Steamship Co., Inc., tendered to Ace Tractor and Equipment Co.,

Libelant's Exhibit No. 1—(Continued)

Inc., the defense of said action filed by the said Calvin H. Sides in said United States District Court, Western District of Washington, Northern Division, against said Olympic Steamship Co., Inc., and said Ace Tractor and Equipment Co., Inc., refused to accept the defense of said action on behalf of said Olympic Steamship Co., Inc.

XII.

That by reason of the relationship existing between Olympic Steamship Co., Inc., and said Calvin H. Sides, said Olympic Steamship Co., Inc., owed to said Calvin H. Sides the duty to provide him with a seaworthy vessel and appliances and a reasonably safe place to work.

XIII.

The allegations of Article Thirteenth in said libel will be admitted upon the submission for inspection of satisfactory written evidence of the payment of each of said items referred to therein.

Dated: January 11th, 1952.

/s/ LASHER B. GALLAGHER,
Proctor for Libelant.

LILLICK, GEARY & McHOSE,
By /s/ GORDON K. WRIGHT,
Proctors for Respondent Ace Tractor and Equip-
ment Co., Inc.

[Endorsed]: Filed January 11, 1952.

Received in evidence January 12, 1954.

LIBELANT'S EXHIBIT No. 2

In the Superior Court of the State of California
in and for the County of Los Angeles

No. 558573

CALVIN H. SIDES,

Plaintiff,

vs.

ACE TRACTOR AND EQUIPMENT CO., INC.,
a Corporation,

Defendant.

SUMMONS

The People of the State of California Send Greetings to:

Ace Tractor and Equipment Co., Inc., a corporation, Defendant.

You are directed to appear in an action brought against you by the above-named plaintiff in the Superior Court of the State of California, in and for the County of Los Angeles, and to answer the Complaint therein within ten days after the service on you of this Summons, if served within the County of Los Angeles, or within thirty days if served elsewhere, and you are notified that unless you appear and answer as above required, the plaintiff will take judgment for any money or damages demanded in the Complaint, as arising upon contract, or will apply

Libelant's Exhibit No. 2—(Continued)
to the Court for any other relief demanded in the
..... Complaint.

Given under my hand and seal of the Superior
Court of the County of Los Angeles, State of Cali-
fornia, this 15th day of April, 1949.

[Seal] HAROLD J. OSTLY,
County Clerk and Clerk of the Superior Court of
the State of California, in and for the County
of Los Angeles;

By /s/ M. SCOTT,
Deputy.

Appearance: "A defendant appears in an action
when he answers, demurs, or gives the plaintiff writ-
ten notice of his appearance, or when an attorney
gives notice of appearance for him." (Sec. 1014,
C. C. P.)

Answers or demurrers must be in writing, in form
pursuant to rule of court, accompanied with the
necessary fee, and filed with the Clerk.

[In Pencil]: Answer due May 4.

Libelant's Exhibit No. 2—(Continued)

In the Superior Court of the State of California
in and for the County of Los Angeles

No.

CALVIN H. SIDES,

Plaintiff,

vs.

ACE TRACTOR AND EQUIPMENT CO., INC.,
a Corporation,

Defendant.

COMPLAINT

(For Personal Injuries)

Comes now the plaintiff, and for cause of action against the above-named defendant, complains and alleges:

I.

That at all times hereinafter mentioned, the defendant Ace Tractor and Equipment Co., Inc., was a corporation organized and existing under and by virtue of the laws of one of the states of the United States, authorized to do business and actually doing business in the City and County of Los Angeles, State of California.

II.

That defendant was engaged in the moving of certain steel landing mats and heavy road equipment from Amchitka, Aleutian Islands, to ports of the United States; and in connection therewith made some arrangement with the Olympic Steamship

Libelant's Exhibit No. 2—(Continued)

Company, Inc., owner and operator of the SS Edward A. Filene, for the loading and transportation of said equipment, the exact terms of which are unknown to the plaintiff, whereby said Ace Tractor and Equipment Company, Inc., assisted in the loading of said steel mats aboard said vessel, supplying stevedores and winch drivers for said purpose.

III.

That on or about the 19th day of June, 1948, at about the hour of 2:30 p.m. when said vessel was at Amchitka, loading said steel mats, the defendant Ace Tractor and Equipment Company, Inc., and the Olympic Steamship Company, Inc., jointly rigged the gear of No. 4 hold, using a wire strap and snatch block on the port side of said hold to place said steel mats in the wing of said hold. That said gear was improperly rigged in that it caused excessive strain to be placed upon the strap of the snatch block, and that said improper rigging was known to the to the defendant Ace Tractor and Equipment Company, Inc., and the Olympic Steamship Company, Inc., and created a dangerous and hazardous condition for people employed in the hold. That the winch driver handling said load at said time, employed by the defendant Ace Tractor and Equipment Company, Inc., was incompetent to operate said winch and was known by both defendant Ace Tractor and Equipment Company, Inc., and Olympic Steamship Company, Inc., to be incompetent; that said winch driver, in attempting to

Libelant's Exhibit No. 2—(Continued)

place a load of steel mats in said hold carelessly and negligently placed an excessive strain on the strap and snatch block, causing both winches to pull against said snatch block. At said time and place, the plaintiff Calvin H. Sides was in said hold in the course of his employment for the Olympic Steamship Company, Inc. That as a direct and proximate result of the joint negligence of the defendant and the Olympic Steamship Company, Inc., the strap holding snatch block parted, causing the load of steel mats weighing approximately 2,000 pounds to swing across and strike the plaintiff.

IV.

That as a direct and proximate result of the negligence of the defendant Ace Tractor and Equipment Company, Inc., combined with the negligence of the Olympic Steamship Company, Inc., plaintiff received a severe injury to the muscles and bones of his back, severe shock, a comminuted fracture of his left fibula, with severe displacement of fragments, a comminuted fracture of his left tibia, with severe displacement of fragments; that he developed an infection in his left fibula, left tibia and bones of his left ankle and foot. That as a result of said injury, he developed a circulatory disorder in his left leg and thigh which necessitated the performance of a sympathectomy operation. That ever since said date and until January 29, 1949, plaintiff was hospitalized for the treatment of his condition and will require hospitalization in the future; that at

Libelant's Exhibit No. 2—(Continued)

the time of receiving said injuries, plaintiff was an able-bodied man of the age of 39 years with a normal life expectance of 28.90 years, capable of earning and actually earning the sum of Five Hundred Dollars (\$500.00) a month as a radio operator and seaman; that ever since said date, plaintiff has been and now is and for a long period of time in the future will be totally incapacitated from following any gainful occupation; that his back, his left leg has been permanently injured and weakened; that the full extent of plaintiff's injuries and disability is still to the plaintiff unknown; that his ability to follow any gainful occupation has been permanently impaired; that he has suffered extreme pain in the past, now suffers, and will suffer such pain in the future, to his total damage in the total sum of Fifty Thousand Dollars (\$50,000.00).

Wherefore, plaintiff prays for judgment against the defendant in the sum of Fifty Thousand Dollars (\$50,000.00), and for his costs and disbursements herein incurred.

LEVINSON & FRIEDMAN, and
DEE B. TANNER,

By /s/ DEE B. TANNER,
Attorneys for Plaintiff.

Received in evidence January 12, 1954.

LIBELANT'S EXHIBIT No. 3

In the Superior Court of the State of California
in and for the County of Los Angeles

No. 558,573

CALVIN H. SIDES,

Plaintiff,

vs.

ACE TRACTOR AND EQUIPMENT CO., INC.,
a Corporation,

Defendant.

SEPARATE ANSWER OF DEFENDANT ACE
TRACTOR AND EQUIPMENT CO., INC., A
CORPORATION

Comes Now the defendant, Ace Tractor and Equipment Co., Inc., a corporation, and answering plaintiff's complaint, admits, denies and alleges as follows:

I.

Answering Paragraph II, admits that it made certain arrangements with the Olympic Steamship Company, Inc., for the loading and transportation of certain equipment but denies generally and specifically each and every other allegation of said paragraph.

II.

Denies generally and specifically each and every allegation of Paragraphs III and IV.

III.

Defendant lacks information or belief sufficient to enable it to answer the allegations concerning plaintiff's alleged injuries, damages and losses and basing its denial upon said lack of information and

belief denies each and all thereof generally and specifically and on said ground denies that plaintiff was injured or damaged as alleged or at all.

IV.

Denies that this defendant was careless or negligent as alleged or at all.

Special Affirmative Defense

I.

For a Further, Separate and Affirmative Defense to Plaintiff's Alleged Cause of Action, This Defendant Alleges:

That the facts of plaintiff's participation, if any, in the events alleged in his complaint are at this time unknown to defendant; that when said facts are ascertained defendant will ask leave of court to amend its answer in any respect which may become material.

Wherefore, this defendant prays that plaintiff take nothing herein and that this defendant be awarded its costs of suit herein incurred.

PARKER, STANBURY &
REESE,

By RAYMOND G. STANBURY,
Attorneys for Defendant, Ace Tractor and Equipment Co., Inc., a Corporation.

Verif by Lee Brunnell, Vice Pres., 5/4/49, before Mot.

Aff. of mailing 5/4/49, before Mot.

Received in evidence January 12, 1954.

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LIBELANT'S EXHIBIT No. 4

(Copy)

Bogle, Bogle & Gates
6th Floor, Central Building
Seattle 4

March 22, 1949.

Ace Tractor & Equipment Co., Inc.,
Southgate, California.

Re: Calvin H. Sides v. Olympic Steamship Co.,
Inc., SS "Edward A. Filene."

Gentlemen:

On behalf of the Olympic Steamship Co., Inc., owners of the above vessel, we desire to advise you that Calvin H. Sides, a Radio Operator on the vessel, has instituted an action against the Olympic Steamship Co., Inc., in the United States District Court, Western District of Washington, Northern Division, being Civil Action No. 2179, seeking recovery of damages for an injury received to his back, left leg and foot, on or about June 19, 1948, when your agents, servants and employees in the course of loading cargo into No. 4 lower hold of the vessel, caused a portion of the gear supplied by you to part. This resulted from the negligence of a young and inexperienced winch driver employed by you to operate the winches at this particular hatch.

Sides is seeking recovery of \$50,000.00 damages.

Our investigation indicates that although the gear and rigging supplied by the ship for your use was in perfect condition, your winch driver caused the

gear to become tight-lined, resulting in the breaking of a steel strap in the lower hold. The portion of cargo which was being loaded at the moment then swung across the lower hold of the vessel, striking Sides and causing the injuries above mentioned.

Our investigation further discloses that although Sides was the radio operator aboard the vessel, he was, at the time of this loading at Amchitka, Alaska, employed by you for stevedoring operations.

Further, we call your attention to Paragraph 2 (c) of the Voyage Charter Party, executed between yourselves and the Olympic Steamship Co., Inc., on May 28, 1948:

“(c) The Charterer agrees to provide and pay for workmen’s compensation, job liability and other insurance required by law or custom upon stevedores or other workmen employed by or performing any of the duties of the Charterer hereunder at all ports or places of loading and discharging and will furnish the Owner upon demand a certificate of such insurance. The Charterer agrees to pay for all stevedore damage and to indemnify the Vessel and the Owner for any damage or expense caused by the act or neglect of the Charterer of its Agents or contractors appointed by the Charterer or performing any of its duties in the loading or discharging of the Vessel or from failure of equipment supplied by them.”

In view of these facts and on behalf of Olympic Steamship Co., Inc., bareboat chartered owners of

the SS "Edward A. Filene," we hereby tender you the defense of this pending action.

We enclose copies of the complaint and the answer which we have filed for your information. We shall be pleased to make our file available for your attorneys or yourselves for inspection.

In the event you fail to accept this tender of defense, please be advised that the Olympic Steamship Co., Inc., will be obliged to look to you for reimbursement for any judgment obtained in this matter against Olympic Steamship Co., Inc., and for the costs of conducting the defense to the action, including a reasonable attorneys' fee in the matter.

Would you be good enough to advise us if you will accept this tender of defense, so we may proceed accordingly?

Very truly yours,

BOGLE, BOGLE & GATES,

By /s/ ROBERT V. HOLLAND,

Encl.

Received April 1, 1949.

Received in evidence January 12, 1954.

LIBELANT'S EXHIBIT No. 5

May 20, 1949.

Messrs. Bogle, Bogle & Gates,
6th Floor, Central Building,
Seattle 4, Washington.

Re: Sides v. Ace Tractor and Equipment Co., Inc.

Gentlemen:

We are the attorneys for the Ace Tractor and Equipment Company and as such have had referred to us your demand, dated March 22, 1949, that it accept the defense of the case brought against your client, Olympic Steamship Co., by Calvin H. Sides, which action is number 2179 in the United States District Court, Western District of Washington, Northern Division. We have advised our client that it has no obligation to defend that action under the terms of the "Voyage Charter Party" to which you refer and your demand is therefore respectfully declined.

Very truly yours,

PARKER, STANBURY &
REESE,

By RAYMOND G. STANBURY.

RGS:HC

cc. Messrs. Cannon & Callister.

cc. Messrs. Levinson & Friedman and Dee B. Tanner.

Received in evidence January 12, 1954.

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LIBELANT'S EXHIBIT No. 6

Bogle, Bogle & Gates
6th Floor, Central Building,
Seattle 4, Washington

December 10, 1949.

Registered

Return Receipt Requested

Ace Tractor & Equipment Company, Inc.,
5210 East Firestone Boulevard,
South Gate, California.

Attention: Mr. B. Shea.

Re: Calvin H. Sides v. Olympic Steamship Co., Inc.

Gentlemen:

On March 29, 1949, we tendered the defense of the above lawsuit to you through Mr. Murray H. Roberts of Wilmington, California. This tender was rejected in a letter from Messrs. Parker, Stanbury & Reese under date of May 20, 1949.

We now enclose a copy of a letter we have received from Messrs. Levinson & Friedman setting forth a \$20,000.00 demand. We believe it is possible that this figure may be altered downward as the trial date of January 3, 1950, approaches.

We might advise that we have available for the trial by deposition and in person the various crewmen and Ace Tractor longshoremen who were working in the hold at the time of Sides' injury. These men all state that the particular strap which broke was one supplied by Ace Tractor & Equipment Company and they also state that the Ace Tractor winch

driver who tight-lined the load, causing the strap to break, was obviously inexperienced.

Would you kindly send us immediately your instructions for further disposition of this matter? We might advise that we would be willing to recommend to our principals that a small contribution be made to any settlement which you may deem fit to direct.

Very truly yours,

BOGLE, BOGLE & GATES,

By ROBERT V. HOLLAND.

Encl.

cc. Messrs. Parker, Stanbury & Rees (Registered).

[Envelope]

[Cancelled U. S. Postage Stamps.]

[Return Address.]

Bogle, Bogle & Gates,
6th Floor, Central Building,
Seattle 4, Washington.

Registered-Return Receipt Requested.

[Addressed to]:

Messrs. Parker, Stanbury & Reese,
1217 Foreman Building,
707 South Hill Street,
Los Angeles 14, California.

[Stamped]: Return Receipt Requested.

[Stamped]: Registered No. 31273.

[Postmarked]: Seattle Washington, Dec. 10, 1949.
Los Angeles, Calif., Dec. 12, 1949.

Received in evidence January 14, 1954.

